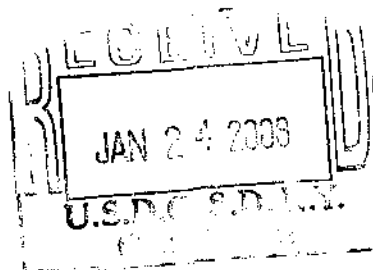


08 CV 00864

John J. Tomaselli
TOMASELLI & CO.
110 Wall Street
11th Floor, No. 68
New York, New York 10005
Tel: (212) 461-4880
Fax: (212) 214-0318

ATTORNEYS FOR PLAINTIFF
COSCOL (HK) INVESTMENT & DEVELOPMENT CO., LTD.



UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

COSCOL (HK) INVESTMENT &
DEVELOPMENT CO., LTD.,

Plaintiff,

-against-

ESCOPETA OIL & GAS CORPORATION,

Defendant.

08 Civ. _____

VERIFIED COMPLAINT

Plaintiff, COSCOL (HK) Investment & Development Co., Ltd. ("Plaintiff" or "COSCOL"), by and through its attorneys, Tomaselli & Co., for its verified complaint against Escopeta Oil & Gas Corp. ("Defendant" or "Escopeta"), alleges, upon information and belief, as follows:

1. This is a case of admiralty and maritime jurisdiction under 28 U.S.C. § 1333 as hereinafter more fully appears and is a maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure.

2. At all times material herein, plaintiff COSCOL was and is a business entity organized and existing under the laws of the Hong Kong Special Administrative Region of the

People's Republic of China with a place of business at Room 4002, 40/F, COSCO Tower, 1B3 Queen's Road Central, Hong Kong.

3. Upon information and belief, at all times material herein, Escopeta is a business entity having a place of business located at 5005 Riverway, Suite 440, Houston, Texas 77058.

4. In February 2006, COSCOL and Escopeta entered into a voyage charter party whereby Escopeta chartered the semi-submersible vessel TAI AN KOU (the "Vessel") to Escopeta under a HEAVYCON charter party form for a voyage from one safe and suitable loading location, Sabine Pass, USA, to one safe and suitable discharging location, Cooks Inlet, USA (the "Charter"). A true and correct copy of the Charter is annexed as Exhibit 1.

5. The Charter provided that COSCOL would be paid \$4,310,000.00 in freight for transporting the vessel TELLUS on the Vessel, which is a heavy lift vessel.

6. On April 7, 2006, COSCOL and Escopeta entered into Addendum #1 of the Charter, which amended the routing of the Vessel and increased the freight payable to COSCOL to \$4,710,000.00. A true and correct copy of Addendum #1 is annexed as Exhibit 2.

7. In June 2006, COSCOL presented the Vessel to Escopeta in accordance with the Charter. The Vessel stood by awaiting instructions from Escopeta for five days until Escopeta expressly discharged the Vessel because the TELLUS was not ready.

8. Clause 20.2 of Part II of the Charter provides Escopeta the right to cancel performance under the Charter by paying COSCOL a termination fee specified in the Charter. Rather than terminate the Charter, however, Escopeta renegotiated the terms of the Charter to have the Vessel return to perform the requested carriage of the TELLUS later in 2006.

9. Escopeta subsequently requested that COSCOL make the Vessel available during the TELLUS's next loading window. COSCOL agreed to do so on the condition that Escopeta

enter another addendum, to which condition Escopeta agreed. Addendum #4 to the Charter, reflecting these changes, was executed on July 21, 2006. Addendum #4 provided that Escopeta would pay between \$4,779,000.00 and \$5,179,000.00 (depending upon the ultimate route selected) without regard to whether the freight actually was carried. A true and correct copy of Addendum #4 is annexed as Exhibit 3.

10. Escopeta once again requested that COSCOL agree to a revision of the Charter because the TELLUS would not be ready during the agreed loading window. On or about October 11, 2006, Addendum #5 to the Charter was executed between COSCOL and Escopeta. A true and correct copy of Addendum #5 is annexed as Exhibit 4. Addendum #5 to the Charter provides:

The total amount due paid in full by Charterers [Escopeta] to Owners [COSCOL] by October 20, 2006 is USD 4,915,875.00. If the total amount is not paid by October 20, 2006, Owners have the option to terminate the Contract [Charter].

Addendum #5, Paragraph 5. The payment provided in paragraph 5 of Addendum #5 covered damages suffered by COSCOL resulting from the previous delays, and was in addition to freight to be paid to COSCOL for carrying the TELLUS.

11. COSCOL has performed its obligations under the Charter and under Addendum #5. Escopeta, however, has refused to pay the \$4,915,875.00 as required by Addendum #5, despite Escopeta's admission that it owes COSCOL this amount.

12. Indeed, Escopeta has brought an indemnification claim against its contractual partner(s) Songa Management, Inc. Songa Drilling AS, Songa Drilling Pte Ltd. and Songa Offshore ASA (collectively "Songa") for the amounts that Escopeta owes COSCOL under the Charter and its Addendum #5, which claims Escopeta filed in Texas state court against Songa in

a matter entitled *Escopeta Oil & Gas Corporation v. Songa Management, Inc. et al.*, Cause No. E-177,288 (the "Texas Proceeding").

13. COSCOL intervened into the Texas Proceeding in order to have its claims against Escopeta adjudicated in conjunction with Escopeta's claims against Songa.

14. COSCOL intervened in the Texas Proceeding because, amongst other reasons, COSCOL has determined through investigation that Escopeta appears to have no other assets to its name other than the claim that it possesses against Songa.

15. As part of the Texas Proceeding, COSCOL, Escopeta and Songa participated in mediation, as a result of which Escopeta and Songa have reached a settlement agreement on Escopeta's claims, by the terms of which settlement Songa and/or its affiliates and/or paying agents will be effecting payment to Escopeta and/or to its payment agents for the benefit of Escopeta within the next few weeks.

16. Upon information and belief, the payment of these settlement funds for the benefit of Escopeta will be made by one or more of the following Songa entities:

- a. Songa Management, Inc.;
- b. Songa Drilling AS a/k/a Songa Drilling ASA, now known as KCA Deutage Offshore AS a/k/a KCA Deutage Offshore ASA;
- c. Songa Drilling Pte Ltd., now known as KCA Deutage Pte Ltd.;
- d. Songa Offshore ASA a/k/a Songa Offshore AS; and/or
- d. the Abbott Group, plc.

17. Upon information and belief, the payment of these settlement funds to Escopeta will be made to one or more of the following entities as payment agents for the benefit of Escopeta:

- a. Escopeta Oil & Gas Corporation;
- b. Joseph F. Archer, P.C. or Joe Archer or Joseph F. Archer, P.C. IOLTA Account (counsel for Escopeta);
- c. Mehaffy Weber, P.C. or Mehaffy Weber, P.C. IOLTA Account (counsel for Escopeta);
- d. Ernest W. Boyd or Butch Boyd or Ernest W. Boyd IOLTA Account (counsel for Escopeta);
- e. Chamberlain, Hrdlicka, White, Williams & Martin, P.C. or Chamberlain, Hrdlicka, White, Williams & Martin, P.C. IOLTA (counsel for Songa); and/or
- f. Lyman, Twining, Weinberg & Ferrell, P.C. or Lyman, Twining, Weinberg & Ferrell, P.C. IOLTA Account (counsel for Songa).

18. As a result of Escopeta's breaches of the Charter and its addenda, COSCOL has suffered damages in the amount of \$4,915,875.00.

19. Upon information and belief, two years time will have passed between the time when Escopeta breached the Charter and the time when COSCOL will prosecute this claim against Escopeta to its completion. Part I, Clause 27 and Part II, Clause 32 of the Charter provide that the Charter is governed by English law. Under English law, COSCOL is entitled to receive its interest, expenses and reasonable attorneys' fees for prosecuting its claims to completion. Additionally, under governing law in the Texas Proceeding, COSCOL similarly will be entitled to recover its attorneys fees. The estimated amount of interest and attorneys' fees is estimated to be \$962,801.88 as set forth below:

Interest: \$712,801.88 (\$356,400.94 x 0.0725/year x 2 yrs.)

Attorneys' Fees/Expenses: \$250,000.00

Total: \$962,801.88

20. Therefore, as a result of the foregoing and Escopeta's breach of its obligations under the Charter, COSCOL has suffered damages in the amount of \$5,878,676.88, including estimated interest, attorneys' fees and expenses.

21. Upon information and belief, Escopeta is not found within the Southern District of New York but does have assets, good or chattels that are or will be located within the jurisdiction, including but not limited to the aforementioned settlement proceeds from the settlement of the dispute between Escopeta and Songa, including but not limited to such funds situated in the bank account(s) of or being routed to the defendant Escopeta Oil & Gas Corporation and/or parties who are acting as the paying and/or payment agents for Escopeta and/or are sending and/or receiving funds for the benefit of defendant Escopeta, including but not limited to: (a) Songa Management, Inc.; (b) Songa Drilling AS; (c) Songa Drilling ASA; (d) KCA Deutage Offshore AS; (e) KCA Deutage Offshore ASA; (f) Songa Drilling Pte Ltd.; (g) KCA Deutage Pte Ltd.; (h) Songa Offshore ASA; (i) Songa Offshore AS; (j) Abbott Group, plc.; (k) Joseph F. Archer, P.C.; (l) Joe Archer; (m) Joseph F. Archer, P.C. IOLTA Account; (n) Mehaffy Weber, P.C.; (o) Mehaffy Weber, P.C. IOLTA Account; (p) Ernest W. Boyd; (q) Butch Boyd; (r) Ernest W. Boyd IOLTA Account; (s) Chamberlain, Hrdlicka, White, Williams & Martin, P.C. (t) Chamberlain, Hrdlicka, White, Williams & Martin, P.C. IOLTA Account; (u) Lyman, Twining, Weinberg & Ferrell, P.C., and/or (v) Lyman, Twining, Weinberg & Ferrell, P.C. IOLTA Account.

22. Upon information and belief, the assets, goods or chattels referenced in the preceding paragraph are located at the following financial institutions: Bank of America, N.A.; Bank of China; The Bank of New York; Citibank, N.A.; Deutsche Bank Trust Company Americas; HSBC Bank USA, N.A.; JPMorgan Chase Bank, N.A.; UBS AG; Wachovia Bank, N.A.; Société Générale; Standard Chartered Bank; BNP Paribas; Calyon Investment Bank; American Express Bank; Commerzbank; ABN Amro Bank; Bank Leumi USA; Banco Popular; Bank of Tokyo-Mitsubishi UFJ Ltd.; China Trust Bank; Industrial Bank of Korea; Shin Han Bank; Great Eastern Bank; Nara Bank; United Orient Bank; or any other financial institution within the Southern District of New York.

WHEREFORE, plaintiff COSCOL (HK) Investment & Development Co., Ltd. prays:

1. That process in due form of law according to the practice of this Court in the form of a writ of maritime attachment be issued against bank accounts and other property of Escopeta Oil & Gas Corporation with the financial institutions noted above in paragraph 22;

2. That if defendant Escopeta Oil & Gas Corporation cannot be found within this District pursuant to Supplemental Rule B, that all assets of Defendant Escopeta Oil & Gas Corporation up to and including the sum of \$5,878,676.88 may be restrained and attached, including but not limited to cash, funds, credits, wire transfers, electronic funds transfers, accounts, letters of credit, freights, sub-freights, charter hire, sub-charter hire, and/or other assets of, belonging to, due or for the benefit of Defendant Escopeta Oil & Gas Corporation including but not limited to such assets as may be held, received or transferred in its own name or as may be held, received or transferred for its benefit by the entities who act as its paying/payment agent(s), namely: (a) Songa Management, Inc.; (b) Songa Drilling AS; (c) Songa Drilling ASA; (d) KCA Deutage Offshore AS; (e) KCA Deutage Offshore ASA; (f) Songa Drilling Pte Ltd.;

(g) KCA Deutage Pte Ltd.; (h) Songa Offshore ASA; (i) Songa Offshore AS; (j) Abbott Group, plc.; (k) Joseph F. Archer, P.C.; (l) Joe Archer; (m) Joseph F. Archer, P.C. IOLTA Account; (n) Mehaffy Weber, P.C.; (o) Mehaffy Weber, P.C. IOLTA Account; (p) Ernest W. Boyd; (q) Butch Boyd; (r) Ernest W. Boyd IOLTA Account; (s) Chamberlain, Hrdlicka, White, Williams & Martin, P.C. (t) Chamberlain, Hrdlicka, White, Williams & Martin, P.C. IOLTA Account; (u) Lyman, Twining, Weinberg & Ferrell, P.C., and/or (v) Lyman, Twining, Weinberg & Ferrell, P.C. IOLTA Account, at one or more of the following institutions: Bank of America, N.A.; Bank of China; The Bank of New York; Citibank, N.A.; Deutsche Bank Trust Company Americas; HSBC Bank USA, N.A.; JPMorgan Chase Bank, N.A.; UBS AG; Wachovia Bank, N.A.; Société Générale; Standard Chartered Bank; BNP Paribas; Calyon Investment Bank; American Express Bank; Commerzbank; ABN Amro Bank; Bank Leumi USA; Banco Popular; Bank of Tokyo-Mitsubishi UFJ Ltd.; China Trust Bank; Industrial Bank of Korea; Shin Han Bank; Great Eastern Bank; Nara Bank; United Orient Bank; or any other financial institution within the Southern District of New York;

3. That Escopeta Oil & Gas Corporation and any other person claiming an interest therein may be cited to appear and answer the matters aforesaid;

4. That judgment be entered in favor of COSCOL (HK) Investment & Development Co., Ltd. and against Escopeta Oil & Gas Corporation in the amount of \$5,878,676.88 (including estimated interest, expenses and attorneys' fees); and,

5. That this Court grant COSCOL (HK) Investment & Development Co., Ltd. such other and further relief which it may deem just and proper.

Dated: New York, New York
January 23, 2008

TOMASELLI & CO.

By: 

John J. Tomaselli

110 Wall Street

11th Floor, No. 68

New York, New York 10005

Tel: (212) 461-4880

Fax: (212) 214-0318

Attorneys for Plaintiff


COSCOL (HK) Investment & Development Co., Ltd.

VERIFICATION

STATE OF FLORIDA)
 :ss.:
COUNTY OF BROWARD)

JOHN J. TOMASELLI, being duly sworn, deposes and says:

I am a member of the firm of Tomaselli & Co., counsel for COSCOL (HK) Investment & Development Co., Ltd., plaintiff in the foregoing action. I have read the foregoing Verified Complaint and know the contents thereof, and the same are true and correct to the best of my knowledge. I have reviewed documentation provided to me by COSCOL (HK) Investment & Development Co., Ltd. and corresponded with COSCOL (HK) Investment & Development Co., Ltd. representatives regarding this matter. I am authorized by COSCOL (HK) Investment & Development Co., Ltd. to make this verification, and the reason for my making it as opposed to an officer or director of COSCOL (HK) Investment & Development Co., Ltd. is that there are none within the jurisdiction of this Honorable Court.


John J. Tomaselli

Sworn to before me this
23rd day of January, 2008

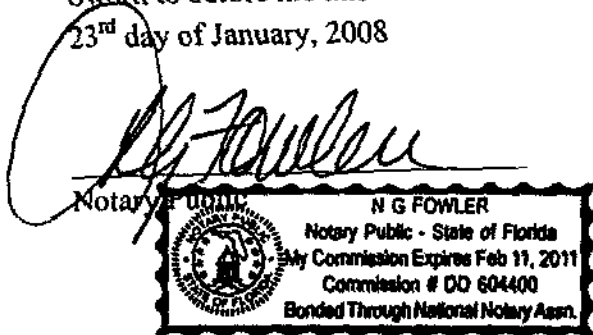



EXHIBIT 1

1. Place and date of Contract Contract #2219 dated 9 th February 2008 Houston, TX USA		THE BALTIC AND INTERNATIONAL MARITIME COUNCIL STANDARD TRANSPORTATION CONTRACT FOR HEAVY AND VOLUMINOUS CARGOES CODE NAME: "HEAVYCON" 	
2. Owners/place of business (Cl. 2.1) COSCO (HK) Investment & Development Co., Limited Room 4002, 40/F, COSCO Tower, 183 Queen's Road Central Hong Kong Owners Agents/Place of Business NMA Maritime & Offshore Contractors B.V. Strevensweg 700, z.p. 6031 609 3063 AS Rotterdam The Netherlands		3. Charterers/place of business (Cl. 2.1) Escopeia Oil & Gas Corporation 3005 Riverway, Suite 440 Houston, Texas 77058	
4. Vessel (name, type and other particulars; also description of Owners' equipment) (Cl. 2.1 & 4.2) COSCO semi-submersible vessel "Tai An Kou" - See Appendix II			
5. Cargo (full description of cargo; indicate whether full and complete cargo or part cargo; also state minimum/maximum weight of cargo) (Cl. 2.1 & 10.4) Songa Teilus MLT 82 SDC Jack Up Rig, always within vessel's capabilities and capacity. Subject cargo details			
6. Loading port(s) (Cl. 2.1) Sabbe Pass, USA 1 safe and suitable loading location to be arranged by Charterers		7. Discharging port(s) and intended route from loading port to discharging port (Cl. 2.1 & 12) Cooks Inlet, USA 1 safe and suitable discharging location to be arranged by Charterers	
8. Loading method(s) (indicate alternative(s): (a), (b) or (c), as agreed) (Cl. 4.3) 4.3 (c) Float-On		9. Discharging method(s) (indicate alternative(s): (a), (b) or (c), as agreed) (Cl. 4.3) 4.3 (c) Float-Off	
10. First layday (Cl. 8.1) Loading Window 1 - 30 June 2008 as soon as reasonably possible directly after the Sabbe Transport deck cleaning		11. Cancelling date (Cl. 8.1) 30 th June 2008	
12. Notices for loading to be given to (Cl. 8.1 & 9.2) Owners to give Charterers 14/17/31 days approximate load readiness notice		13. Notices for discharging (state interval periods and to whom to be given) (Cl. 9.2 & 9.3) Owners to give Charterers 14/17/31 days approximate discharge readiness notice	
14. Mating Surveyor(s) and date for transportation approval (Cl. 10.1 & 10.4) To be nominated by Charterers - Approval within 21 days of Owner's tendering notice of readiness			
15. Freight (Cl. 11) U.S. \$4,310,000.00		16. Freight and demurrage, etc. payment (currency and where payable; also state owners' bank account) (Cl. 11) Payment of freight and demurrage as per Clause 11, 12, and 13. Payments made to: Rabobank Zeist, Ze Hogeweg 83, 3701 AW Zeist, The Netherlands Swiftcode: RABONL21 Account No: 1590.62980 In Name of: NMA Maritime & Offshore Contractors BV	
17. Free time for loading/discharging and canal transit (if applicable) (state total number of running hours) (Cl. 12.1 & 14.1) 24 hours loading SHINC/FHINC 24 hours discharging SHINC/FHINC		18. Demurrage rate per day (Cl. 12.2) USD 25,000 per day pro rata in port USD 30,000 per day pro rata offshore standby USD 40,000 per day pro rata deviation	
19. Mobilisation charge (if agreed, state lump sum amount) (Cl. 13.1) N/A		20. Demobilisation charge (if agreed, state lump sum amount) (Cl. 13.2) N/A	
21. Canal transit costs (if any) limited to (Cl. 14.2) N/A		22. Price per ton of bunker oil (Cl. 15) USD 300 mt IFO 380	

Printed by BIMCO's Idea

Copyright published by The Baltic and International Maritime Council (BIMCO)

EXHIBIT

A

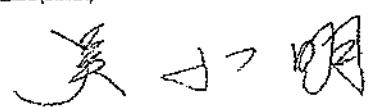
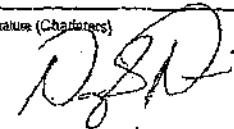
This document is a computer generated HEAVYCON form printed by authority of BIMCO. Any insertion or deletion to the form must be clearly visible. In the event of any modification made to the pre-printed text of this document which is not clearly visible, the text of the original BIMCO approved document shall apply. BIMCO assumes no responsibility for any loss, damage or expense as a result of discrepancies between the original BIMCO approved document and this computer generated document.

ESCOPEIA_0005681

(continued) CON STANDARD CONTRACT FOR HEAVY AND VOLUMINOUS CARGOES PART I

23 Termination Fee(s) (state amount(s) if agreed) (Cl. 20.1 & 20.2) 75% of the Freight in Box 15	24 Liability for cargo (state whether Bill of Lading or Cargo Receipt) (Cl. 21.4, or Cl. 21.5) Cargo Receipt 25 General average shall be adjusted/settled at (Cl. 25) LONDON
26 Brokerage and to whom payable (Cl. 31)	27 Law and arbitration (state 32.1, 32.2, or 32.3, of Cl. 32, as agreed; if 32.3 agreed state place of arbitration) (if Box 27 not filled in 32.1, shall apply) (Cl. 32) English Law Arbitration in London
28 Numbers of additional clauses covering special provisions, if agreed Clauses 33, 34, 35, 36, 37, 38 and Appendices I, II, III and IV form an integral part of the charter party.	

It is mutually agreed that this Contract shall be performed subject to the conditions contained in the Contract consisting of PART I including additional clauses, if any agreed and stated in Box 28 and PART II. In the event of a conflict of conditions, the provisions of PART I and any additional clauses shall prevail over those of PART II to the extent of such conflict but no further.

Signature (Owners)  Wu Xiao Ming COSCOL Chief Representative Houston	Signature (Charterers)  Computer T&H Gas Corp.
---	--

ESCOPEIA_0005682

PART II
"HEAVYCON" Standard Transportation Contract

1. Definitions	1	such loading equipment. The Owners shall procure the necessary labour	74
In this Contract the following words and expressions shall have the meanings hereby assigned to them.	2	and winchmen either from the crew or from shore and shall pay for same	75
1.1. "The Owners" shall mean the party identified in Box 2.	3	except that any shore labour forced upon the Vessel by local or similar regulations shall be for the Charterers' account.	76
1.2. "The Charterers" shall mean the party identified in Box 3.	4		77
1.3. "The Vessel" shall mean the transportation unit(s) described in Box 4.	5	1. (b) If agreed in Box 2 that the Charterers shall perform the loading, the	78
1.4. "Loading port" shall mean the port(s) or area(s) specified in Box 5.	6	cargo shall be placed on board and positioned by the Charterers to the full	79
1.5. "Discharging port" shall mean the port(s) or area(s) specified in Box 7.	7	satisfaction of the Master. The Charterers shall procure and pay for all labour	80
1.6. "The Cargo" shall mean any goods or equipment or other items described in Box 8.	8	and all necessary equipment other than that stated in Box 4.	81
1.7. "The Transportation" shall mean the carriage of the cargo and, as the case may be, the loading, discharge and all other operations connected therewith.	9	1. (c) If agreed in Box 2 that the cargo shall be loaded by means of float-on	82
	10	method, the Charterers shall position the cargo prior to loading at 50 metres	83
	11	or at an agreed distance from the Vessel's submerged deck to the full satisfaction	84
	12	of the Master. The Owners shall attach lines to the cargo and shall	85
	13	position and secure the cargo over the submerged deck by using winches	86
	14	and/or tugs. The Owners shall procure and pay the necessary labour and	87
	15	winchmen either from the crew or from shore except that any shore labour	88
	16	forced upon the Vessel by local or union regulations shall be for the Charterers'	89
	17	account.	90
2. Voyage	18	The Charterers shall procure and pay for workboats and tugs required for	91
2.1. It is agreed between the Owners mentioned in Box 2 and the Charterers	19	the positioning of the cargo. The Owners shall have the right to use such	92
mentioned in Box 3 that, subject to the terms and conditions of this Contract,	20	workboats and tugs for the loading operation reimbursing the Charterers for	93
the cargo described in Box 5 shall be transported by the Owners from the	21	the actual costs for the use thereof from the time the Vessel's first line is attached	94
loading port(s) mentioned in Box 5, or so near thereunto as she may safely	22	to the cargo until the time when the last line is released from the cargo	95
get and be always safe and aloft, to the discharging port(s) mentioned in	23	and the workboats and tugs are dismissed by the Owners.	96
Box 7, or so near thereunto as she may safely get and be always safe and	24	7. Indicate alternative(s) (a), (b) or (c), as agreed, in Box 2.	97
aloft, by means of the Vessel named and described in Box 4 or in an appendix.	25	4.4. The precise discharging area or place within the discharging port and	98
2.2. At the commencement of the voyage the Owners shall exercise due diligence in making the Vessel seaworthy. The Owners shall perform the voyage with due despatch unless otherwise agreed.	26	which shall be always safe and accessible and suitable for the discharging	99
	27	operation, shall be named by the Charterers well in advance of the Vessel's	100
3. Deviation/Delay/Paid Cargo	28	arrival, always subject to the approval of the Owners. Such approval shall	101
3.1. The Vessel has the liberty to sail without pilots, to tow and/or assist vessels in all situations, to deviate for the purpose of saving life, to replenish bunkers and/or to deviate for the purpose of safety of the cargo, crew, Vessel and for any other reasonable purpose.	29	not be unreasonably withheld.	102
3.2. Without prejudice to the provisions of Clause 25, should the Master decide, for the purpose of the safety of the cargo, to deviate from the normal route which is stipulated in Box 7, the Charterers shall pay for all time lost as a consequence of the deviation at the demurrage rate stipulated in Box 18.	30	At the discharging port the Charterers shall take delivery of the cargo without delay in accordance with Clause 4.6. at any time during day or night. Saturdays, Sundays and holidays included.	103
The time lost shall include all time used until the Vessel reaches the same or equivalent position to that where the deviation commenced and the Charterers shall also pay all additional expenses incurred by such deviation including bunkers, port charges, pilotage, tug boats, agency fees and any other expenses whatsoever incurred.	31	4.5. Prior to actual discharge the Owners shall, unless otherwise agreed, remove all stowage and/or lashing and prepare the Vessel for the discharge operation. The entire discharge operation always to be done to the full satisfaction of the Master.	104
3.3. If the Vessel for reasons beyond the Owners' control is being delayed at loading port(s) or place(s) and/or discharging port(s) or place(s), including obtaining free pratique, customs, port clearance or other formalities, such delays shall be paid for by the Charterers at the demurrage rate stipulated in Box 18.	32	4.6. The cargo shall be discharged by one or more of the following methods stated in Box 9:	105
3.4. Unless the cargo is deemed as a full and complete cargo in Box 8, the Owners shall have the liberty of reloading the cargo and of loading and of discharging other part cargo(es) for the account of others than the Charterers from places enroute or not enroute to places enroute or not enroute. The location of loading and discharging places shall be at the Owners' option.	33	1. (a) If agreed in Box 9 that the Owners shall discharge the cargo with their own gear or tackle, the Charterers shall take delivery of the cargo upon discharge and with the reach of said gear or tackle. The Owners shall procure and pay for necessary winchmen and labour to perform the discharge except that any shore labour forced upon the Vessel by local or union regulations shall be for the Charterers' account.	106
When the Owners exercise such option(s) this shall in no way constitute a deviation notwithstanding anything else contained in this Contract.	34	1. (b) If agreed in Box 9 that the Charterers shall discharge the cargo, the Charterers shall procure and pay for the necessary equipment and labour for the discharge of the cargo.	107
	35	1. (c) If agreed in Box 9 that the cargo shall be discharged by means of float-on	108
4. Loading and Discharging	36	method, the Owners shall submerge the Vessel and float off the cargo. The	109
4.1. The Charterers shall have the cargo in all respects ready for the said voyage at the loading port(s) on the date for which notice of expected readiness is given by the Owners as per Clause 5, but not before the date stated in Box 19 as first layday.	37	Owners shall procure and pay the necessary labour and winchmen either from the crew or from shore except that any shore labour forced upon the Vessel by local or union regulations shall be for the Charterers' account.	110
The precise loading area or place within the agreed loading port, which shall be always safe and accessible and suitable for the loading operation, shall be nominated by the Charterers upon receipt of the first notice given by the Owners pursuant to Clause 5, always subject to the approval of the Owners and the Master. Such approval shall not be unreasonably withheld.	38	The Charterers shall procure and pay for workboats and tugs required for discharging the cargo. The Owners shall have the right to use such workboats and tugs for the discharging operations reimbursing the Charterers the actual cost for the use thereof from the time when the first line is attached to the cargo until the time when the last part of the cargo passes the side of the Vessel at which time the Charterers shall take custody of the cargo.	111
4.2. The Owners shall provide the equipment stated in Box 4 or in an appendix and shall in their own time and at their own expense prepare such equipment for the loading. All other equipment shall be provided by the Charterers. When the cargo has been loaded and positioned, it shall be stowage and/or lashed by the Owners at their expense to the satisfaction of the Master.	39	7. Indicate alternative(s) (a), (b) or (c), as agreed, in Box 2.	112
4.3. At the loading port, the cargo shall be delivered by the Charterers without delay in the sequence required by the Master at any time during day or night, Saturdays, Sundays and holidays included and shall be loaded by one or more of the following methods stated in Box 8:	40	4.7. All expenses associated with the Vessel such as harbour dues, pilotage, local tug assistance, if required, agency fees, fuel and lubricants shall be paid for by the Owners except as otherwise provided for in this Contract.	113
1. (a) If agreed in Box 8 that the Owners shall load the cargo with their own gear or tackle, the Charterers shall bring the cargo alongside within reach of	41		114
	42		115
	43		116
	44		117
	45		118
	46		119
	47		120
	48		121
	49		122
	50		123
	51		124
	52		125
	53		126
	54		127
	55		128
	56		129
	57		130
	58		131
	59		132
	60		133
	61		134
	62		135
	63		136
	64		137
	65		138
	66		139
	67		140
	68		141
	69		142
	70		143
	71		144
	72		145
	73		146
			147
			148

This document is a computer generated HEAVYCON form printed by authority of BIMCO. Any insertion or deletion to the form must be clearly visible. In the event of any modification made to the printed text of this document which is not clearly visible, the text of the original BIMCO approved document shall apply. BIMCO assumes no responsibility for any loss, damage or expense as a result of discrepancies between the original BIMCO approved document and this computer generated document.

ESCOPEIA_0005683

PART II
"HEAVYCON" Standard Transportation Contract

specifice of how the amount thereof may be assessed, including agency commission assessed on the basis of the freight.	149	ers shall pay all expenses relating to documentation related to the Vessel and all other equipment being provided by the Owners in the performance of the transportation.	218
7. Quarantine	151	10.3. The Charterers shall arrange and pay for all the Marine Surveyor(s) services, including their approval of the transportation.	221
Unless due to health conditions on board the Vessel, any time lost as a result of quarantine formalities and/or health restrictions imposed or incurred at any stage of the voyage, including any such loss of time at the loading port and/or the discharging port, shall be paid for by the Charterers at the demurrage rate specified in Box 18. The Charterers shall also pay for all other expenses which may be incurred as a result thereof.	152	10.4. Should the Marine Surveyor(s) not give transportation approval within 21 days of Charter's tendering notice of readiness approval by the date stipulated in Box 14, both the Charterers and the Owners may elect to terminate this Contract and all freight paid be advanced by the Charterers to the Owners shall be promptly refunded unless such approval was withheld because of circumstances beyond Owner's reasonable control and responsibility.	222
8. Commencement of Loading/Canceling Date	158	10.5. The Charterers warrant that the full description of the cargo mentioned in Box 5 is correct and further warrant that the cargo is in all respects tight, staunch, strong and in every way fit for the transportation.	227
8.1. The date of commencement of the loading shall be at any time on or between the dates mentioned first by day stated in Box 10 and the canceling date stated in Box 11, both dates inclusive, in the Owners' option. Should the Owners give notice of readiness prior to the first by day, the Charterers may, at their option accept such an earlier loading date and the time used shall count against the free time as per Clause 12.	159	Should the cargo and/or its description not be in compliance with the above said then the Owners shall have the option to cancel this Contract.	228
8.2. Should it clearly appear that the Vessel will not be ready to commence the loading latest on the canceling date the Owners shall immediately notify the Charterers hereof and state a new canceling date as soon as they are in a position to state with reasonable certainty such new canceling date.	160	If the Owners exercise their option to cancel the Contract in accordance with this Clause the Charterers shall pay to the Owners the applicable termination fee according to the provisions of Clause 20.	231
Within 72 running hours after receipt of the Owners' notice as aforesaid and latest when the Vessel is ready for loading, whichever is the earlier, the Charterers shall advise the Owners whether they elect to cancel this Contract, failing such advice the new canceling date as notified by the Owners shall apply.	161	11. Freight	235
8.3. Should the Charterers cancel the Contract according to sub-clause 8.2, any amount paid to the Owners in advance and not earned shall be returned to the Charterers by the Owners unless the delay was caused by Salpica US (in the Salpica project in which case the termination fee stated in Box 23 shall be paid by Charterers to Owners).	162	The freight stipulated in Box 16 shall be paid in instalments as per Box 165 and clause 33 follows:-	236
8.4. The Owners shall not be responsible for any loss of damages whatsoever incurred by the Charterers as a result of the Charterers canceling this Contract as per sub-clause 8.2 nor shall the Owners be responsible for any loss of damages whatsoever suffered by the Charterers as a result of the failure of the Vessel to be ready for loading latest on the last date of the loading window canceling date agreed in Box 10.4 in the case that a new canceling date has been agreed.	163	upon signing of this Contract and the balance shall be fully prepaid upon completion of loading against surrender of the Cargo Receipt or Bill of Lading whichever the case may be. The freight shall be considered earned upon completion of loading and shall be non-refundable whether the Vessel and/or cargo is lost or not lost and whether lost due to perils of the sea or howsoever. The freight instalments shall be paid discountless and be telegraphically remitted in the currency and paid into the Owners' bank account stipulated in Box 16.	237
8.5. Should the cargo for reasons beyond the Owners' control not be loaded within 14 days from tendering of notice of readiness, the Owners shall have the option to cancel this Contract.	164	12. Free Time/Demurrage	245
If the Owners exercise their option to cancel the Contract in accordance with this sub-clause, the Charterers shall pay to the Owners the applicable termination fee according to the provisions of Clause 20 in addition to any demurrage incurred.	165	12.1. The Charterers are allowed the free time stipulated in Box 17 in the loading and discharging port(s) and for canal transit if applicable. Fridays, Saturdays, Sundays and holidays included.	246
9. Notices	169	The free time at the loading port(s) shall start counting 6 running hours after notice of readiness has been tendered in accordance with Clause 9.2, whether in berth or not, unless loading has commenced earlier and shall count until the first of the Vessel's time is attached to the cargo, positioned above the emerged deck. In all respects fully as fastened on board the Vessel.	247
9.1. Advance Notices of Expected Readiness	181	and approved by the Marine Surveyor(s).	253
The Owners shall give notices as per Box 12 of the expected day of the Vessel's readiness to load 14 (fourteen) days, 7 (seven) days and 3 (three) days in advance. Furthermore, the Owners shall give 24 (twenty-four) hours approximate notice of the expected hour of the Vessel's readiness to load.	182	The free time at the discharging port(s) shall start counting 6 running hours after notice of readiness has been tendered in accordance with Clause 9.2, whether in berth or not, unless discharge has commenced earlier and shall count until the cargo is discharged and lifted approximately 50 meters off the Vessel in all respects removed from the Vessel.	254
9.2. Notice of Readiness	183	If the Owners are to load and discharge the cargo in accordance with Clauses 4.2, (a) or (c) and 4.6, (a) or (c) free time or time on demurrage shall not count for time used for the actual loading and discharge operation in excess of the fixed hours stipulated in Box 12 of Part I, unless such time used in excess of the fixed time is due to reason beyond the Owners' control.	255
The Owners shall give notice of readiness by letter, cable, telex or telephone as per Box 12 advising when the Vessel is ready to commence loading at the loading port and when the Vessel is ready to commence discharge at the discharging port as per Box 13. All notices may be given at any time of the day, Fridays, Saturdays, Sundays and holidays included and notwithstanding hindrances as referred to in Clause 8.3.	184	12.2. Demurrage shall be payable for all time used in excess of the free time. The demurrage rate for the Vessel is the amount stipulated in Box 18 calculated per day or pro rata for part of a day.	256
9.3. During the voyage the Owners shall give notice of expected time of arrival at discharging port(s) with intervals of the number of days stipulated in Box 13.	185	12.3. Free time shall not count and if the Vessel is on demurrage, demurrage shall not accrue for time lost by reason of strike or lockout of the Master, officers or crew or by reason of breakdown of the Vessel or the Owners' equipment.	257
10. Marine Surveyor/Condition of the Vessel and Cargo	186	12.4. The demurrage and other amounts which are calculated at the demurrage rate set due and are payable by the Charterers immediately upon presentation of the Owners' invoice to the Owners' bank account stipulated in Box 16.	258
10.1. The Marine Surveyor(s) stated in Box 14 will be appointed for this transportation. If Box 14 has not been filled in the Charterers and the Owners shall agree on the appointment of Marine Surveyor(s) acceptable to the cargo underwriters.	187	Should more than 14 days of demurrage have accrued, the Owners are entitled to demurrage on account. The Owners may demand payment against presentation of invoices covering the first 14 days and thereafter for every 7 days.	259
10.2. All relevant documentation required by the Marine Surveyor(s) for their approval of the transportation shall be submitted to the Marine Surveyor at the earliest possible stage after this Contract is made. If not already submitted earlier, as soon as possible after submission of the relevant documentation, transportation approval shall be given by the Marine Surveyor. The Charterers shall pay all expenses relating to the production of documentation related to the cargo and/or the Charterers' equipment. The Owners shall pay all expenses relating to documentation related to the Vessel and all other equipment being provided by the Owners in the performance of the transportation.	188	43. Mobilisation/Demobilisation	276
	189	43.1. Mobilisation	279
	190	If agreed upon in Box 12 the Charterers shall pay the lump sum stipulated hereon in respect of mobilisation which amount shall be deemed and non-refundable upon the Vessel's arrival in the loading port.	280
	191	43.2. Demobilisation	282
	192		283

This document is a computer generated HEAVYCON form printed by authority of BIMCO. Any insertion or deletion to the form must be clearly visible, in the event of any modification made to the printed text of this document which is not clearly visible, the text of the original BIMCO approved document shall apply. BIMCO assumes no responsibility for any loss, damage or expense as a result of discrepancies between the original BIMCO approved document and this computer generated document.

ESCOPEIA_0005684

PART II
"HEAVYCON" Standard Transportation Contract

It is agreed upon in Box 24 the Charterers shall pay the lump sum stipulated therein in respect of demurrage and other charges and shall be deemed to have agreed to pay the same upon the Vessel's arrival at the discharging port.	284	ding or discharging shall count against free time or, if the Vessel is on demurrage, for demurrage. Any delay caused by reasons of the Vessel being ordered to a port where there is danger of being frozen in shall count against free time or, if the Vessel is on demurrage, for demurrage.	356
13.3. The mobilization and demobilization charges shall be payable against the Owners' invoice.	286	15.3. The Vessel not to be obliged in force or not to follow icebreakers	357
14. Canal Transit	287		352
14.1. If the transportation is scheduled to pass through a canal according to Box 7, the Charterers are granted free time for any such transit and such free time shall count against the number of hours stipulated in Box 17. If the transportation is delayed beyond the free time stipulated herein, the Charterers shall pay for such extra transit time at the rate of demurrage stipulated in Box 18 and shall, in addition, pay for all other documented extra expenses thereby incurred. Canal transit time is defined as from arrival of pilotage or satisfactory waiting place or onshoreage, whichever is the earlier, and until dropping last of cargo and pilot when leaving for the open sea.	288	17. Dangerous Cargo	363
14.2. The freight rate stipulated in Box 15 is based upon the Owners' paying canal tolls limited to the amount stipulated in Box 23. Any increase in the canal tolls and/or any additional expenses imposed on the transportation for the canal transit shall be paid by the Owners and shall be reimbursed by the Charterers to the Owners upon presentation of the Owners' invoice.	290	If part of the cargo is of an inflammable, explosive or dangerous nature or condition or at any stage may develop into such nature or condition it must be packed and stored or stowed in accordance with IMO Dangerous Goods Code and/or other applicable regulations always in the full satisfaction of the Master. Any delay to the transportation in this respect shall be paid for by the Charterers at the demurrage rate stipulated in Box 18.	364
14.3. Should the transit of a canal be made impossible for reasons beyond the Owners' control, the Charterers shall pay for all extra time by which the voyage is thereby prolonged at the rate of demurrage stipulated in Box 18. The Charterers shall also pay all other expenses, including for bunkers, in addition to those which would normally have been incurred had the Vessel been steaming by the shortest route, the amount of canal tolls being refunded to the Owners for not having transited the canal.	291	18. Lien	370
14.4. Notwithstanding the provisions of clause 14.3, the Owners may, at their sole discretion, instruct the Master to discharge the cargo at the nearest safe and reasonable port or place and such discharge shall be deemed due fulfillment of the Contract. All provisions of this Contract regarding freight, discharge of the cargo, free time and demurrage as agreed for the original discharging port shall also apply to the discharge at the substitute port.	292	The Owners shall have a lien on the cargo and any Charterers' equipment for all freight and all other expenses in relation to the transportation, deadweight, advances, demurrage, damages for detention, general average and salvage including costs for recovering same.	371
15. Bunker Calculation	293	19. Substitution	375
This Contract is concluded on the basis of the price per ton for bunker oil stated in Box 22 in force on the date of this Contract.	294	The Owners shall, at any time before the last day of the loading window specified, be entitled to substitute the Vessel named in Box 4 with another vessel of equivalent capability and capacity, provided such substitute vessel is approved by the Marine Surveyor. Nothing herein shall be construed as imposing on the Owners an obligation to make such substitution.	376
If the price actually paid by the Owners for the quantity of bunker oil consumed during the transportation should be higher, the difference shall be paid by the Charterers to the Owners.	295	20. Termination	381
If the price actually paid by the Owners for the quantity of bunker oil consumed during the transportation should be lower, the difference shall be paid by the Owners to the Charterers.	296	20.1. Notwithstanding anything else provided herein, the Charterers shall have the right to terminate this Contract prior to the Vessel's arrival at the first loading port against payment of the applicable amount stipulated in Box 23 less any prepaid freight.	382
16. Ice	297	20.2. Furthermore, the Charterers shall have the right to terminate this Contract after the Vessel's arrival at the first loading port but not later than upon commencement of loading against payment of the applicable amount stipulated in Box 23 plus compensation for all time spent at the first loading port at the demurrage rate stipulated in Box 18 less any prepaid freight together with the actual expenses incurred by the Owners in preparation for the loading.	383
16.1. If on passage to the loading port or discharging port the Master finds that the port cannot be safely reached owing to ice, the Owners shall request the Charterers to immediately nominate an alternative safe, ice-free and accessible port where there are facilities for loading or discharging the cargo. In this event, freight shall be paid at the rate applicable under this Contract to such alternative loading or discharging port and, in addition, any period by which the time taken to reach either or both such alternative ports exceeds the time which would have been taken had the Vessel proceeded thither direct shall be paid for by the Charterers at the rate of demurrage specified in Box 18 per running day and pro rata for part of a running day as well as the costs of any additional bunkers consumed. If no rate of freight is specified in Box 18 for the selected alternative port, then freight shall be paid at the rate applicable for the voyage first nominated adjusted by allowance at the demurrage rate specified in Box 18 for the difference in the time taken for the actual voyage and the estimated time required to perform the first nominated voyage, the costs of the difference in bunker oil consumption and the difference, if any, in port charges at the respective ports.	298	20.3. If Box 23 is not filled in, this Clause shall not apply.	384
16.2. If on or after the Vessel's arrival at or off the nominated loading port or discharging port there is a danger of the Vessel being frozen in, the Master shall be at liberty to proceed to the nearest safe and ice-free position and shall, at the same time, request the Charterers by radio for revised orders. Immediately upon receipt of such request, the Charterers shall give orders for the Vessel to proceed to an alternative safe, ice-free and accessible port where there is no danger of Vessel being frozen in and where there are facilities for loading or discharging the cargo.	299	21. Liability for Cargo - Bill of Lading or Cargo Receipt	385
If the Vessel is ordered to proceed to an alternative port, the sum in respect of freight and delay to be paid by the Charterers shall be as specified in sub-clause 16.1, but if the Vessel loads or discharges at the nominated port then the whole of the time occupied from the time the Master's request for revised orders has been received by the Charterers until completion of loading or discharging shall count against free time or, if the Vessel is on demurrage, for demurrage. Any delay caused by reasons of the Vessel being ordered to a port where there is danger of being frozen in shall count against free time or, if the Vessel is on demurrage, for demurrage.	300	21.1. Notwithstanding anything else contained herein, the Owners shall be liable for all loss or damage of whatsoever nature or sustained by the Vessel, any liability in respect of wreck removal and the expense of moving, lighting or buoying the Vessel, and any liability in respect of death or injury of any of the Owners' employees, servants, agents or sub-contractors' personnel, and any liability in respect of other cargo on board not the subject of this Contract, all of which shall be for the sole account of the Owners without recourse to the Charterers, their servants or agents, and the Owners shall indemnify, defend and hold the Charterers harmless from and against any and all claims, losses, costs, damages and expenses of every kind and nature including legal expenses arising from the foregoing.	386
	301	21.2. Notwithstanding anything else contained herein, the Charterers shall be liable for all loss or damage of whatsoever nature and howsoever caused to or sustained by the cargo, including any property operated, owned, hired and/or leased by the Charterers on board, and any liability in respect of wreck removal and the expense of moving, lighting or buoying the cargo, and any liability in respect of death or injury of any of the Charterers' employees, servants, agents or sub-contractors' personnel, or the Marine Surveyor(s) personnel, and all liabilities consequent upon loss, damage or delay to the cargo, all of which shall be for the sole account of the Charterers without recourse to the Owners, their servants or agents or insurers and the Charterers shall indemnify, defend and hold all these harmless from and against any and all claims, losses, costs, damages and expenses of every kind and nature including legal expenses arising from the foregoing.	387
	302	21.3. The Owners and the Charterers shall agree and state in Box 24 whether a Bill of Lading or a non-negotiable Cargo Receipt will be issued by Owners upon loading of the cargo.	388
	303	21.4. Bill of Lading	389
	304	(a) If, as stated in Box 24, the Owners have agreed to issue a Bill of Lading, same shall be as per the Heavycon Bill of Lading form which shall incorporate all terms, conditions, clauses and exceptions of this Contract, including the Arbitration Clause.	390
	305	(b) The Charterers shall not be liable for any loss, damage or delay to cargo in the period before loading and after discharging.	391
	306	(c) Unless otherwise agreed, the cargo shall be shipped on deck at Ship.	392
	307		393

This document is a computer generated HEAVYCON form printed by authority of BIMCO. Any insertion or deletion to the form must be clearly visible. In the event of any modification made to the printed text of this document which is not clearly visible, the text of the original BIMCO approved document shall apply. BIMCO assumes no responsibility for any loss, damage or expense as a result of discrepancies between the original BIMCO approved document and this computer generated document.

ESCOPEIA_0005685

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108
109
110
111
112
113
114
115
116
117
118
119
120
121
122
123
124
125
126
127
128
129
130
131
132
133
134
135
136
137
138
139
140
141
142
143
144
145
146
147
148
149
150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191
192
193
194
195
196
197
198
199
200
201
202
203
204
205
206
207
208
209
210
211
212
213
214
215
216
217
218
219
220
221
222
223
224
225
226
227
228
229
230
231
232
233
234
235
236
237
238
239
240
241
242
243
244
245
246
247
248
249
250
251
252
253
254
255
256
257
258
259
260
261
262
263
264
265
266
267
268
269
270
271
272
273
274
275
276
277
278
279
280
281
282
283
284
285
286
287
288
289
290
291
292
293
294
295
296
297
298
299
300
301
302
303
304
305
306
307
308
309
310
311
312
313
314
315
316
317
318
319
320
321
322
323
324
325
326
327
328
329
330
331
332
333
334
335
336
337
338
339
340
341
342
343
344
345
346
347
348
349
350
351
352
353
354
355
356
357
358
359
360
361
362
363
364
365
366
367
368
369
370
371
372
373
374
375
376
377
378
379
380
381
382
383
384
385
386
387
388
389
390
391
392
393
394
395
396
397
398
399
400
401
402
403
404
405
406
407
408
409
410
411
412
413
414
415
416
417
418
419
420
421
422
423
424
425
426
427
428
429
430
431
432
433
434
435
436
437
438
439
440
441
442
443
444
445
446
447
448
449
450
451
452
453
454
455
456
457
458
459
460
461
462
463
464
465
466
467
468
469
470
471
472
473
474
475
476
477
478
479
480
481
482
483
484
485
486
487
488
489
490
491
492
493
494
495
496
497
498
499
500
501
502
503
504
505
506
507
508
509
510
511
512
513
514
515
516
517
518
519
520
521
522
523
524
525
526
527
528
529
530
531
532
533
534
535
536
537
538
539
540
541
542
543
544
545
546
547
548
549
550
551
552
553
554
555
556
557
558
559
560
561
562
563
564
565
566
567
568
569
570
571
572
573
574
575
576
577
578
579
580
581
582
583
584
585
586
587
588
589
590
591
592
593
594
595
596
597
598
599
600
601
602
603
604
605
606
607
608
609
610
611
612
613
614
615
616
617
618
619
620
621
622
623
624
625
626
627
628
629
630
631
632
633
634
635
636
637
638
639
640
641
642
643
644
645
646
647
648
649
650
651
652
653
654
655
656
657
658
659
660
661
662
663
664
665
666
667
668
669
670
671
672
673
674
675
676
677
678
679
680
681
682
683
684
685
686
687
688
689
690
691
692
693
694
695
696
697
698
699
700
701
702
703
704
705
706
707
708
709
710
711
712
713
714
715
716
717
718
719
720
721
722
723
724
725
726
727
728
729
730
731
732
733
734
735
736
737
738
739
740
741
742
743
744
745
746
747
748
749
750
751
752
753
754
755
756
757
758
759
760
761
762
763
764
765
766
767
768
769
770
771
772
773
774
775
776
777
778
779
780
781
782
783
784
785
786
787
788
789
790
791
792
793
794
795
796
797
798
799
800
801
802
803
804
805
806
807
808
809
810
811
812
813
814
815
816
817
818
819
820
821
822
823
824
825
826
827
828
829
830
831
832
833
834
835
836
837
838
839
840
841
842
843
844
845
846
847
848
849
850
851
852
853
854
855
856
857
858
859
860
861
862
863
864
865
866
867
868
869
870
871
872
873
874
875
876
877
878
879
880
881
882
883
884
885
886
887
888
889
890
891
892
893
894
895
896
897
898
899
900
901
902
903
904
905
906
907
908
909
910
911
912
913
914
915
916
917
918
919
920
921
922
923
924
925
926
927
928
929
930
931
932
933
934
935
936
937
938
939
940
941
942
943
944
945
946
947
948
949
950
951
952
953
954
955
956
957
958
959
960
961
962
963
964
965
966
967
968
969
970
971
972
973
974
975
976
977
978
979
980
981
982
983
984
985
986
987
988
989
990
991
992
993
994
995
996
997
998
999
1000

This document is a computer generated HEAVYCON form printed by authority of BIMCO. Any insertion or deletion to this form must be clearly visible. In the event of any modification made in the printed text of this document which is not clearly visible, the text of the original BIMCO approved document shall apply. BIMCO assumes no responsibility for any loss, damage or expense as a result of discrepancies between the original BIMCO approved document and this computer generated document.

DSK
吳子明

ESCOPEIA_0005686

PART II

"HEAVYCON" Standard Transportation Contract

1. Charterers declare (within 24 hours of receipt of Owners' notification of intended cancellation) that they agree to count the time at port of discharge as if there were no such hindrance, without prejudice to the Charterers' right of ordering the Vessel to a substitute port of discharge in accordance with sub-clause 26.4. Time for loading does not count in the said 24 hours.	579	done or is not done, such shall not be deemed a deviation.	652
26.4. Discharging port. In the event of strike or lock-out affecting the discharging of the cargo on or after Vessel's arrival at or off the port of discharge, the Charterers shall have the option of keeping the Vessel waiting up to maximum 7 days against paying demurrage after the expiration of the time provided for discharging or of ordering the Vessel to a safe port where she can safely discharge without risk of being detained by strike or lock-out. Such orders to be given within 48 hours after the Owners have given notice to the Charterers of the Vessel's readiness to discharge or of the Owners' request for orders. After waiting 7 running days, the Owners shall be at liberty to discharge the cargo at any safe port which they may, in their discretion, decide on and such discharge shall be deemed to be due fulfillment of the Contract. In the event of cargo being discharged at any such other port, the Owners shall be entitled to freight as if the discharge had been effected at the port or ports named in the Bill(s) of Lading or to which the Vessel may have been ordered pursuant thereto.	580	(b) If, by reason of or in compliance with any such directions or recommendations, the Vessel does not proceed to the port or ports named in the Bill(s) of Lading or to which she may have been ordered pursuant thereto, the Vessel may proceed to any port as directed or recommended or to any safe port which the Owners in their discretion may decide on and there discharge the cargo. Such discharge shall be deemed to be due fulfillment of the Contract and the Owners shall be entitled to freight as if discharge had been effected at the port or ports named in the Bill(s) of Lading or to which the Vessel may have been ordered pursuant thereto.	653
26.5. Notification. The party who first learns about the occurrence of strike or lock-out shall immediately notify thereof the other party.	581	27.6. All extra expenses including extra war risks insurance costs incurred in performance of the transportation and discharging of the cargo at the loading port or in reaching or discharging the cargo at any port as provided in sub-clauses 27.4. and 27.5.(b) of this Clause shall be paid by the Charterers, and the Owners shall have a lien on the cargo for all sums due under this Clause.	654
27. War Risks	582	28. Limitation of Liability	655
27.1. In these clauses "War Risks" shall include any blockade or any action which is announced as a blockade by any Government or by any belligerent or by any organized body, sabotage, piracy, and any actual or threatened war, hostilities, warlike operations, civil war, civil commotion, or revolution.	583	Any provisions of this Contract to the contrary notwithstanding, the Owners shall have the benefit of all limitations of, and exemptions from, liability accorded to the Owners or chartered Owners of vessels by any applicable statute or rule of law for the time being in force, and the same benefits to apply regardless of the form of signatures given to this Contract.	656
27.2. If at any time before the Vessel commences loading, it appears that performance of the Contract will subject the Vessel or her Master and crew or her cargo to war risks at any stage of the adventure, the Owners shall be entitled by letter or telegram despatched to the Charterers, to cancel this Contract.	584	29. Interests	657
27.3. The Master shall not be required to load cargo or to continue loading or to proceed on or to sign Bill(s) of Lading for any adventure on which or any port at which it appears that the Vessel, her Master and crew or her cargo will be subjected to war risks. In the event of the exercise by the Master of his right under this Clause after port or full cargo has been loaded, the Master shall be at liberty either to discharge such cargo at the loading port or to proceed therewith, in the latter case the Vessel shall have liberty to carry other cargo for Owners' benefit and accordingly to proceed to and load or discharge such other cargo at any other port or ports whatsoever backwards or forwards, although in a contrary direction to or out of or beyond the ordinary route. In the event of the Master electing to proceed with part cargo under this Clause freight shall in any case be payable on the quantity delivered.	585	If any amounts due under this Contract are not paid when due, then interest at the rate of 1.5% per month or pro rata for part of a month shall be paid on all such amounts until payment is received.	658
27.4. If at the time the Master elects to proceed with part or full cargo under sub-clause 27.3., or after the Vessel has left the loading port, or the last of the loading ports, if more than one, it appears that further performance of the Contract will subject the Vessel, her Master and crew or her cargo, to war risks, the cargo shall be discharged, or if the discharge has been commenced shall be completed, at any safe port in vicinity of the port of discharge as may be ordered by the Charterers. If no such orders shall be received from the Charterers within 48 hours after the Owners have despatched a request by telegram to the Charterers for the nomination of a substitute discharging port, the Owners shall be at liberty to discharge the cargo at any safe port which they may, in their discretion, decide on and such discharge shall be deemed to be due fulfillment of the Contract. In the event of cargo being discharged at any such other port, the Owners shall be entitled to freight as if the discharge had been effected at the port or ports named in the Bill(s) of Lading or to which the Vessel may have been ordered pursuant thereto.	586	30. Agency	659
27.5.(a) The Vessel shall have liberty to comply with any directions or recommendations as to loading, departure, arrival, routes, ports of call, stoppages, destination, zones, waters, discharge, delivery or in any other wise whatsoever (including any direction or recommendation not to go to the port of destination or to delay proceeding thereto or to proceed to some other port) given by any Government or by any belligerent or by any organized body engaged in civil war, hostilities or warlike operations or by any person or body acting or purporting to act as or with the authority of any Government or belligerent or of any such organized body or by any committee or person having under the terms of the war risks insurance on the Vessel, the right to give any such directions or recommendations. If, by reason of or in compliance with any such direction or recommendation, anything is	587	Vessel shall be addressed to Owners' agents at port(s) of loading and discharging.	660
	588	31. Brokerage	661
	589	The Owners shall pay a brokerage at the rate stated in Box 26, to the Broker(s) mentioned in Box 26 on any freight, demurrage, mobilization fee, demobilization fee and/or termination fee paid under this Contract.	662
	590	If the full amounts as aforesaid are not paid owing to breach of this Contract by either of the parties, the party liable therefor shall indemnify the Broker(s) against his or their loss of brokerage.	663
	591	32. Law and Arbitration	664
	592	32.1. If agreed and stated in Box 27, this Contract shall be governed by English law and any dispute arising out of this Contract or Cargo Receipt or any non-negotiable Bill of Lading or any Bill of Lading issued thereunder shall be referred to arbitration in London, one arbitrator being appointed by each party, in accordance with the Arbitration Acts 1950 and 1979 or any statutory modification or re-enactment thereof for the time being in force. On the receipt by one party of the nomination in writing of the other party's arbitrator, that party shall appoint their arbitrator within fourteen days, failing which the decision of the single Arbitrator appointed shall apply. If two Arbitrators properly appointed shall not agree they shall appoint an umpire whose decision shall be final.	665
	593	32.2. If agreed and stated in Box 27, this Contract shall be governed by U.S. law and all disputes arising out of this Contract or any Bill of Lading issued thereunder shall be arbitrated at New York in the following manner:	666
	594	One arbitrator is to be appointed by each of the parties hereto and a third by the two so chosen. Their decision or that of any two of them shall be final, and for the purpose of enforcing any award, this agreement may be made a rule of this court. The Arbitrators shall be commercial men. Such Arbitration is to be conducted in accordance with the rules of the Society of Maritime Arbitrators, Inc., New York, as currently amended.	667
	595	A sole arbitrator may be appointed, if so desired by both parties.	668
	596	Either party may call for arbitration by service of notice upon the other. If the other party does not appoint its arbitrator within fourteen days of such written notice, then the first moving party shall have the right, without further notice, to appoint a second arbitrator, with the same force and effect as if a second arbitrator had been appointed by the other party.	669
	597	32.3. If agreed and stated in Box 27, any disputes arising out of this Contract or any Bill of Lading issued thereunder shall be referred to arbitration at the place indicated in Box 27, subject to the law and procedures applicable there.	670
	598	32.4. If Box 27 is not filled in, sub-clause 32.1. of this Clause shall apply.	671
	599	32.5. Indicate alternative 32.4., 32.2. or 32.3. as agreed in Box 27.	672
	600		673

This document is a computer generated HEAVYCON form printed by authority of BIMCO. Any insertion or deletion to the form must be clearly visible. In the event of any modification made to the printed text of this document which is not clearly visible, the text of the original BIMCO approved document shall apply. BIMCO assumes no responsibility for any loss, damage or expense as a result of discrepancies between the original BIMCO approved document and this computer generated document.

ESCOPETA_0005687

Additional Clauses:

Referring to this contract no 2219 dated 9th February 2006 between Escopeta Oil & Gas Corporation, herewith referred to as Charterers and COSCO Shipping Company Limited, herewith referred to as Owners, the following has been agreed:

Clause 33: Freight Payment

The freight is payable as follows:

10% ten (10) banking days after signing the contract
40% five (5) banking days after the arrival at loading location
50% five (5) banking days prior arrival at discharge location before releasing the cargo receipt

Should the entire freight from Charterer's bank not have been received by Owners in time the Owners will have the right to postpone the discharge operation, standing-by, which time will be charged at the demurrage rate until the moment the freight has been received by Owners

Clause 34: Transit Time

Expected transit time given by owners for information purposes only: 48 days
weather delay, engine breakdown, force majeure, Act of God, and sailing restriction(s) imposed by the nominated marine warranty surveyor excluded.

Clause 35: Aft Bouyancy Casings

The standard position of the buoyancy casings is in the aft position for float-on/float-off operations. Should charterers require the aft buoyancy casing to be shifted then time and cost to be for charterers account.

Clause 36: Daily Position Reports

Owners to provide Charterers with daily weather and voyage reports.

Clause 37: Jones Act

All Jones Act issues shall be addressed and sole responsibility of the Charterers. If any Jones Act issues arise, Charterers agree to discharge the Cargo in Canada or other port agreed upon by Owners and Charterers. Deviation, if any, to be for Charterers time and account

Clause 38: Management approval

This contract is subject to Charterers management approval by which must be given in writing to Owners no later than Wednesday, February 15th at 17:00 hours.

DSD
X + 104
ESCOPIA_0005688

EXHIBIT 2

ADDENDUM NO 1
TO
TRANSPORTATION CONTRACT

DATED

9 FEBRUARY 2006

BETWEEN

COSCO SHIPPING COMPANY LIMITED ("THE OWNERS")

AND

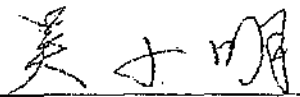
ESCOPETA OIL & GAS CORPORATION ("THE CHARTERERS")


With reference to the above mentioned Contract the Parties have today agreed as follows:

1. Box 7 Discharging port(s) and intended route from loading to discharge port - The Parties have agreed that the route between Sabine Pass, USA and Cooks Inlet, USA (subject Jones Act issue referred to in Clause 37 of contract) will be via the Cape of Good Hope.
2. Box 15 Freight - The Parties have agreed that the freight will be increased to USD \$4,710,000 00.

All other terms and conditions of the above mentioned Contract to remain unchanged.

Houston
7 April 2006


Cosco Shipping Company Limited


Escopeta Oil & Gas Corporation
4/25/06

ESCOPETA_0005680

EXHIBIT 3

Addendum #4 to BIMCO Heavycon contract #2219

DATED 9th February 2006

between

COSCO (HONG KONG) INVESTMENT & DEVELOPMENT CO., LTD ("THE OWNERS")

And

ESCOPEITA OIL & GAS CORPORATION ("THE CHARTERERS")

With reference to the above mentioned Contract, the Parties have today agreed as follows:

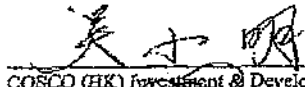
- 1) Change Box 10 (First Layday) - Delete "Loading window 1 - 30 June 2006 as soon as reasonably possible directly after the Sable Transport deck cleaning" and Add "Loading Window November 15, 2006 - December 1, 2006."
- 2) Change Box 11 (Cancelling date) - Delete "30th June 2006" and add "December 1, 2006"
- 3) Change Box 15 - Delete "U.S. \$4,310,000.00" and add "U.S. \$5,310,000.00 via Magellan Straights or U.S. \$5,710,000.00 via Cape of Good Hope to be declared by September 15, 2006"
- 4) Change Box 23 - Delete "75% of Freight in Box 15" and add "U.S. \$1,482,500.00 if via Magellan Straights or U.S. \$1,782,500.00 via Cape of Good Hope"
- 5) Change Box 28 - Delete "38" and Add "39" after "37"
- 6) Change Section 8.2 Line 176 - Delete "unless the delay was caused by Saipem UK in the Sable Project in which case the termination fee stated in Box 23 shall be paid by Charterers to Owners"
- 7) Delete Clause 38
- 8) Add Clause 39: Postponement & Demurrage Fee
A postponement fee of U.S. \$2,500,000.00 and demurrage fee of U.S. \$125,000.00 (U.S. \$25,000.00 x 5 days) must be paid in full, less the U.S. \$431,000.00 already paid, to Owners by September 15, 2006. These fees are in addition to the freight mentioned in item 3 above.
- 9) Total amount due paid in full to COSCOI. by September 15, 2006 is USD 2,725,000.00. Any dollar amount not paid by September 15, 2006 will be subject to interest terms per clause 29 of the contract.

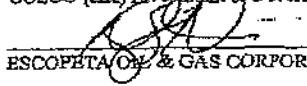
\$	2,500,000.00	(postponement fee)
+	125,000.00	(5 days demurrage)
-	431,000.00	(10% down on original freight)
+	531,000.00	(10% of new agreed upon freight)
	USD 2,725,000.00	

The remaining freight of USD \$4,779,000.00 basis Magellan Straights or USD \$5,179,000 basis Cape of Good Hope will be paid as per original payment terms included in clause 33 of the contract.
- 10) Change "THE OWNERS" to COSCOI. (HONG KONG) INVESTMENT & DEVELOPMENT CO., LTD on addendums 1 & 2.
- 11) Delete Addendum #3

All other terms and conditions of the above mentioned Contract and Addendums No. 1 and 2 to remain unchanged.

Houston July 21, 2006


COSCO (HK) Investment & Development Co., LTD. ("Owners")


ESCOPEITA OIL & GAS CORPORATION ("Charterers")

ESCOPEITA_0005636

EXHIBIT 4

Addendum #5 to BIMCO Heavycon contract #2219

DATED 9th February 2006

Between

COSCOL (HONG KONG) INVESTMENT & DEVELOPMENT CO., LTD ("THE OWNERS")

And

ESCOPEITA OIL & GAS CORPORATION ("THE CHARTERERS")

With reference to the above mentioned Contract, the Parties have today agreed as follows:

1) Delete Item 1 of Addendum #4.

2) Change Box 10 (First Layday) - Delete "Loading window 1 - 30 June 2006 as soon as reasonably possible directly after the Sable Transport deck cleaning" and Add "Loading Window April 1, 2007 - April 30, 2007."

3) Delete Item 2 of Addendum #4.

4) Change Box 11 (Cancelling date) - Delete "30th June 2006" and add "April 30, 2007".

5) Change Item 3 of Addendum #4 - Delete "September 15, 2006" and Add "November 15, 2006".

6) Change Box 23 - Add "40" after "39".

7) Add Clause 40: Mobilization Fee

A Mobilization Fee of U.S. \$2,150,000.00, to cover expenses involved with mobilizing ship from the Gulf of Mexico to Yantai, will be paid in full to Owners by October 20, 2006. This fee is in addition to the freight in Box 15, postponement fee plus interest, and demurrage already owed to Owners.

8) Delete Item 9 of Addendum #4.

9) Total amount due paid in full by Charterers to Owners by October 20, 2006 is USD 4,915,875.00. If the total amount is not paid by October 20, 2006, Owners have the option to terminate the contract.

\$	2,725,000.00	(as per Item 9 of Addendum #4)
+	2,150,000.00	(Mobilization Fee)
=	4,875,000.00	(1 month interest at 1.5% per month of USD 2,725,000.00)
	USD 4,915,875.00	

The remaining freight of USD \$4,779,000.00 basis Magellan Straights or USD \$3,179,000 basis Cape of Good Hope will be paid as per original payment terms included in clause 47 of the contract.

All other terms and conditions of the above mentioned Contract and Addendums No. 1, 2, and 4 to remain in effect.

Houston, October 11, 2006

COSCOL (H.K.) Investment & Development Co., LTD. ("Owners")

ESCOPEITA OIL & GAS CORPORATION ("Charterers")